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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

| No.

11 vs. VERIFIED COMPLAINT

13 **Express Truss & Framing Systems**
14 LLC, an Arizona limited liability
15 company; **Express Truss LLC**, an
16 Arizona limited liability company;
 William Keshishi and Jane Doe
 Keshishi, a married couple; and **Caleb**
 Riley and Jane Doe Riley, a married
 couple,

Defendants.

19 Plaintiff, Hugo Rodriguez (“Plaintiff”), sues the Defendants, Express Truss &
20
21 Framing LLC, Express Truss LLC, William Keshishi and Jane Doe Keshishi, and Caleb
22 Riley and Jane Doe Riley, (“Defendants” or “Express Truss”) and alleges as follows:

PRELIMINARY STATEMENT

24 1. This is an action for unpaid minimum wages and overtime wages,
25 liquidated damages, attorneys' fees, costs, and interest under the Fair Labor Standards
26 Act ("FLSA"), 29 U.S.C. § 201, et seq., unpaid minimum wages under the Arizona
27

1 Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) § 23-362, et seq.
2 and unpaid wages under the Arizona Wage Act (“AWA”) A.R.S. § 23-350, et seq.

3 2. The FLSA was enacted “to protect all covered workers from substandard
4 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
5 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
6 minimum wage of pay for all time spent working during their regular 40-hour
7 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-
8 exempt employees one and one-half their regular rate of pay for all hours worked in
9 excess of 40 hours in a workweek. See 29 U.S.C § 207.

10 3. Plaintiff brings this action against Defendants for their unlawful failure to
11 pay minimum wage and overtime in violation of the Fair Labor Standards Act, 29 U.S.C.
12 § 201-219 (“FLSA”).

13 4. Plaintiff brings this action against Defendants for their unlawful failure to
14 pay minimum wage in violation of the AMWA, A.R.S. § 23-362, et seq.

15 5. Plaintiff brings this action against Defendants for their unlawful failure to
16 pay all wages due and owing in violation of the AWA, A.R.S. § 23-350, et seq.

17 6. This is an action for unpaid wages, liquidated damages, interest, attorneys’
18 fees, and costs under the FLSA and minimum wages under the AMWA.

19 7. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
20 the State of Arizona.

21 8. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
22 payments to employees within the State of Arizona.

JURISDICTION AND VENUE

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2 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
3 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of
4 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
5 1367 because the state law claims asserted herein are so related to claims in this action
6 over which this Court has subject matter jurisdiction that they form part of the same case
7 or controversy under Article III of the United States Constitution.
8

9
10 10. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
11 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
12 Defendants regularly conduct business in and have engaged in the wrongful conduct
13 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.
14

PARTIES

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16 11. At all times material to the matters alleged in this Complaint, Plaintiff was
17 an individual residing in Maricopa County, Arizona, and is a former employee of
18 Defendants.
19

20 12. At all material times, Defendant Express Truss & Framing LLC was a
21 limited liability company duly licensed to transact business in the State of Arizona. At all
22 material times, Defendant Express Truss & Framing LLC does business, has offices,
23 and/or maintains agents for the transaction of its customary business in Maricopa County,
24 Arizona.
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1 13. At all relevant times, Defendant Express Truss & Framing LLC owned and
2 operated as “Express Truss,” a company that manufactures wooden trusses for and wall
3 panels for residential homes doing business in the Phoenix Metropolitan Area.

4 14. Under the FLSA, Defendant Express Truss & Framing LLC is an employer.
5 The FLSA defines “employer” as any person who acts directly or indirectly in the interest
6 of an employer in relation to an employee. At all relevant times, Express Truss &
7 Framing LLC had the authority to hire and fire employees, supervised and controlled
8 work schedules or the conditions of employment, determined the rate and method of
9 payment, and maintained employment records in connection with Plaintiff’s employment
10 with Defendants. As a person who acted in the interest of Defendants in relation to
11 Express Truss’ employees, Defendant Express Truss & Framing LLC is subject to
12 liability under the FLSA.

13 15. At all material times, Defendant Express Truss LLC was a limited liability
14 company duly licensed to transact business in the State of Arizona. At all material times,
15 Defendant Express Truss LLC does business, has offices, and/or maintains agents for the
16 transaction of its customary business in Maricopa County, Arizona.

17 16. At all relevant times, Defendant Express Truss LLC owned and operated as
18 “Express Truss,” a company that manufactures wooden trusses for and wall panels for
19 residential homes doing business in the Phoenix Metropolitan Area.

20 17. Under the FLSA, Defendant Express Truss LLC is an employer. The
21 FLSA defines “employer” as any person who acts directly or indirectly in the interest of
22 an employer in relation to an employee. At all relevant times, Express Truss LLC had the

1 authority to hire and fire employees, supervised and controlled work schedules or the
2 conditions of employment, determined the rate and method of payment, and maintained
3 employment records in connection with Plaintiff's employment with Defendants. As a
4 person who acted in the interest of Defendants in relation to Express Truss' employees,
5 Defendant Express Truss LLC is subject to liability under the FLSA.
6

7 18. Defendants William Keshishi and Jane Doe Keshishi are, upon information
8 and belief, husband and wife. They have caused events to take place giving rise to the
9 claims in this Complaint as to which their marital community is fully liable. William
10 Keshishi and Jane Doe Keshishi are owners of Express Truss and were at all relevant
11 times Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).
12

13 19. Under the FLSA, Defendants William Keshishi and Jane Doe Keshishi are
14 employers. The FLSA defines "employer" as any person who acts directly or indirectly
15 in the interest of an employer in relation to an employee. At all relevant times,
16 Defendants William Keshishi and Jane Doe Keshishi had the authority to hire and fire
17 employees, supervised and controlled work schedules or the conditions of employment,
18 determined the rate and method of payment, and maintained employment records in
19 connection with Plaintiff's employment with Defendants. As persons who acted in the
20 interest of Defendants in relation to Express Truss' employees, Defendants William
21 Keshishi and Jane Doe Keshishi are subject to individual liability under the FLSA.
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23 20. Defendants Caleb Riley and Jane Doe Riley are, upon information and
24 belief, husband and wife. They have caused events to take place giving rise to the claims
25 in this Complaint as to which their marital community is fully liable. Caleb Riley and
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1 Jane Doe Riley are owners of Express Truss and were at all relevant times Plaintiff's
2 employers as defined by the FLSA, 29 U.S.C. § 203(d).

3 21. Under the FLSA, Defendants Caleb Riley and Jane Doe Riley are
4 employers. The FLSA defines "employer" as any person who acts directly or indirectly
5 in the interest of an employer in relation to an employee. At all relevant times,
6 Defendants Caleb Riley and Jane Doe Riley had the authority to hire and fire employees,
7 supervised and controlled work schedules or the conditions of employment, determined
8 the rate and method of payment, and maintained employment records in connection with
9 Plaintiff's employment with Defendants. As persons who acted in the interest of
10 Defendants in relation to Express Truss' employees, Defendants Caleb Riley and Jane
11 Doe Riley are subject to individual liability under the FLSA.

12 22. Defendants, and each of them, are sued in both their individual and
13 corporate capacities.

14 23. Defendants are jointly and severally liable for the injuries and damages
15 sustained by Plaintiff.

16 24. At all material times, Defendants have operated as a "single enterprise"
17 within the meaning of Section 203(r)(1) of the FLSA. 29 U.S.C. § 203(r)(1). That is,
18 Defendants perform related activities through unified operation and common control for a
19 common business purpose; namely, the operation of a pet boarding, grooming, training,
20 and daycare company in Maricopa County, Arizona.

21 25. At all material times: (1) Defendants were not completely disassociated
22 with respect to the employment of Plaintiffs; and (2) Defendants were under common
23

1 control. In any event, at all relevant times, all Defendants were joint employers under the
2 FLSA.

3 26. Defendants are engaged in related activities, *i.e.* all activities which are
4 necessary to the operation and maintenance of the aforementioned company.
5

6 27. Defendants constitute a unified operation because they have organized the
7 performance of their related activities so that they are an organized business system,
8 which is an economic unit directed to the accomplishment of a common business
9 purpose.
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11 28. At all relevant times, Plaintiff was an “employee” of Defendants as defined
12 by the FLSA, 29 U.S.C. § 201, *et seq.*
13

14 29. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
15 Defendants.
16

17 30. At all relevant times, Defendants were and continue to be “employers” as
defined by the FLSA, 29 U.S.C. § 201, *et seq.*
18

19 31. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
Defendants.
20

21 32. At all relevant times, Plaintiff was an “employee” of Defendants as defined
by A.R.S. § 23-362.
22

23 33. At all relevant times, Defendants were and continue to be “employers” of
Plaintiff as defined by A.R.S. § 23-362.
24

25 34. Defendants individually and/or through an enterprise or agent, directed and
exercised control over Plaintiff’s work and wages at all relevant times.
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1 35. Plaintiff, in his work for Defendants, was employed by an enterprise
2 engaged in commerce that had annual gross sales of at least \$500,000.

3 36. At all relevant times, Plaintiff, in his work for Defendants, was engaged in
4 commerce or the production of goods for commerce.
5

6 37. At all relevant times, Plaintiff, in his work for Defendants, was engaged in
7 interstate commerce.
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9 38. Plaintiff, in his work for Defendants, regularly handled goods produced or
10 transported in interstate commerce.
11

FACTUAL ALLEGATIONS

12 39. Defendant Express Truss & Framing Systems LLC is an enterprise that is a
13 company that manufactures wooden trusses for and wall panels for residential homes
14 doing business in the Phoenix Metropolitan Area.
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16 40. Defendants Express Truss LLC is an enterprise that is a company that
17 manufactures wooden trusses for and wall panels for residential homes doing business in
18 the Phoenix Metropolitan Area.
19

20 41. In or around June 2021, Plaintiff began working for Defendants making
21 trusses for houses.
22

23 42. Plaintiff was compensated, or supposed to be compensated, at an hourly
24 rate of \$21 throughout his employment with Defendants.
25

26 43. Plaintiff, in his work for Defendants, was compensated at \$21 per hour,
27 regardless of the number of hours he worked in a given workweek.
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1 44. Plaintiff, in his work for Defendants, was compensated at \$21 per hour,
2 regardless of the number of hours he worked in a given workweek, and regardless of
3 whether he worked in excess of 40 hours in a given workweek.

4 45. Rather than classify Plaintiff as an employee, Defendants classified him as
5 an independent contractor.

6 46. Despite Defendants having misclassified Plaintiff as an independent
7 contractor, Plaintiff was actually an employee, as defined by the FLSA, 29 U.S.C. § 201
8 et seq.

9 47. Defendants controlled Plaintiff's schedules.

10 48. In his work for Defendants, Plaintiff used equipment owned by Defendants.

11 49. At all relevant times, Plaintiff was economically dependent on Defendants.

12 50. The following further demonstrate that Plaintiff was an employee:

13 a. Defendants had the exclusive right to hire and fire Plaintiff;
14 b. Defendants made the decision not to pay overtime to Plaintiff;
15 c. Defendants supervised Plaintiff and subjected him to Defendants'
16 rules;

17 d. Defendants required Plaintiff to wear a uniform;
18 e. Plaintiff had no opportunity for profit or loss in the business;
19 f. The services rendered by Plaintiff in his work for Defendants was
20 integral to Defendants' business;

21 g. Plaintiff was hired as a permanent employee, generally working in
22 excess of 40 hours per week for nearly two years;

- h. Plaintiff had no right to refuse work assigned to him by Defendants;
- i. On information and belief, Defendants did not allow Plaintiff to work for other similar companies.

51. Plaintiff worked for Defendants until approximately January 15, 2023.

52. During Plaintiff's employment with Defendants, Plaintiff typically worked approximately 50 or more hours per week.

53. At all relevant times, Plaintiff was compensated an hourly rate of \$21,

regardless of the number of hours he worked for Defendants in a given workweek.

54. At all relevant times, Plaintiff was compensated an hourly rate of \$21, unless of the number of hours he worked for Defendants in a given workweek, as

55. In or around mid-December 2022, Plaintiff received a paycheck (the “December Paycheck”) from Defendants for work performed.

17 56. The December Paycheck was the last compensation Plaintiff ever received
18 from Defendants.

57. The December Paycheck was the last compensation Plaintiff ever received from Defendants, despite having worked through approximately January 15, 2023.

22 58. Accordingly, Plaintiff worked for Defendants for approximately four
23 workweeks without being paid any wage whatsoever by Defendants.

24 59. As a result of failing to pay Plaintiff any wages whatsoever for such time,
25 Defendants failed to compensate Plaintiff at least the statutory minimum wage for all
26 hours worked in his final approximately four workweeks.
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1 60. As a result of Defendants' failure to compensate Plaintiff at least the
2 statutory minimum wage for such hours worked, Defendants violated 29 U.S.C. § 206(a).

3 61. As a result of Defendants' failure to compensate Plaintiff at least the
4 statutory minimum wage for such hours worked, Defendants violated the AMWA,
5 A.R.S. § 23-363.

6 62. As a result of Defendants' failure to compensate Plaintiff all wages due and
7 owing for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.

8 63. Plaintiff routinely worked with knowledge of Defendants, and generally at
9 Defendants' request, in excess of 40 hours per week during his employment with
10 Defendants.

11 64. At all relevant times, Defendants did not pay Plaintiff one and one-half
12 times his regular rates of pay for time spent working in excess of 40 hours in a given
13 workweek.

14 65. During the time that Plaintiff worked for Defendants, Plaintiff regularly
15 worked in excess of 40 hours in a given workweek without receiving one and one-half
16 times his regular rate of pay, in violation of the FLSA, 29 U.S.C. § 207(a).

17 66. Plaintiff was not a manager in his work for Defendants.

18 67. Plaintiff did not have supervisory authority over any employees in his work
19 for Defendants.

20 68. Plaintiff did not possess the authority to hire or fire employees in his work
21 for Defendants.

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1 69. Plaintiff did not possess the authority to make critical job decisions with
2 respect to any of Defendants' employee in his work for Defendants.

3 70. Plaintiff did not direct the work of two or more employees in his work for
4 Defendants.
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6 71. Plaintiff did not exercise discretion and independent judgment with respect
7 to matters of significance in his work for Defendants.

8 72. Plaintiff did not perform office or non-manual work for Defendants in his
9 work for Defendants.
10

11 73. Plaintiff's primary duty was not the management of the enterprise in which
12 he was employed or any recognized department of the enterprise in his work for
13 Defendants.
14

15 74. At all relevant times, in his work for Defendants Plaintiff was a non-exempt
16 employee.
17

18 75. Throughout the duration of Plaintiff's employment, Defendants failed to
properly compensate Plaintiff for his overtime hours.
19

20 76. Defendants' failure to pay Plaintiff one and one-half times the applicable
hourly rate of pay for all hours worked in excess of 40 per week violated 29 U.S.C. §
21 207.
22

23 77. Plaintiff is a covered employee within the meaning of the Fair Labor
Standards Act ("FLSA").
24

25 78. Plaintiff is a covered employee within the meaning of the Arizona
26 Minimum Wage Act.
27

- 1 79. At all relevant times, Plaintiff was a non-exempt employee.
- 2 80. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
3 of his rights under the FLSA.
- 4 81. Defendants wrongfully withheld wages from Plaintiff by failing to pay all
5 wages due for hours Plaintiff worked.
- 6 82. Defendants individually and/or through an enterprise or agent, directed and
7 exercised control over Plaintiff's work and wages at all relevant times.
- 8 83. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
9 from Defendants compensation for unpaid minimum and overtime wages, an additional
10 amount equal amount as liquidated damages, interest, and reasonable attorney's fees and
11 costs of this action under 29 U.S.C. § 216(b).
- 12 84. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
13 from Defendants compensation for unpaid wages, an additional amount equal to twice the
14 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
15 and costs of this action under A.R.S § 23-363.
- 16 85. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
17 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at
18 trial, in an amount that is treble the amount of the unpaid wages, plus interest thereon,
19 and his costs incurred under A.R.S. § 23-355.
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1 **COUNT ONE: FAIR LABOR STANDARDS ACT**
2 **FAILURE TO PAY OVERTIME**

3 86. Plaintiff realleges and incorporates by reference all allegations in all
4 preceding paragraphs.

5 87. Plaintiff was a non-exempt employee entitled to statutorily mandated
6 overtime wages.

7 88. In a given workweek, Defendants failed to pay one and one-half times the
8 applicable regular rate of pay for all hours worked in excess of 40 hours.

9 89. As a result of Defendants' failure to pay Plaintiff one and one-half times
10 the regular rate for all hours worked in excess of 40 per week in a given workweek,
11 Defendants failed and/or refused to pay Plaintiff the applicable overtime rate for all hours
12 worked for the duration of his employment, in violation of 29 U.S.C. § 207.

13 90. As a result of Defendants' failure to compensate Plaintiff the applicable
14 overtime rate for all hours worked, Defendants violated the FLSA.

15 91. As such, the full applicable overtime rate is owed for all hours that Plaintiff
16 worked in excess of 40 hours per week.

17 92. Defendants have and continue to violate the FLSA by not paying Plaintiff a
18 wage equal to one- and one-half times the applicable regular rate of pay for all time
19 Plaintiff spent working for Defendants.

20 93. Plaintiff is therefore entitled to compensation one and one-half times his
21 regular rate of pay for all hours worked in excess of 40 per week at an hourly rate, to be
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1 proven at trial, plus an additional equal amount as liquidated damages, together with
2 interest, costs, and reasonable attorney fees.

3 **WHEREFORE**, Plaintiff, Hugo Rodriguez, respectfully requests that this Court
4 grant the following relief in Plaintiff's favor, and against Defendants:

- 5 A. For the Court to declare and find that the Defendants violated overtime
6 wage provisions of the FLSA, 29 U.S.C. § 207(a) by failing to pay proper
7 overtime wages;
- 8 B. For the Court to award Plaintiff's unpaid overtime wage damages, to be
9 determined at trial;
- 10 C. For the Court to award compensatory damages, including liquidated
11 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
- 12 D. For the Court to award prejudgment and post-judgment interest;
- 13 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
14 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
15 forth herein;
- 16 F. Such other relief as this Court shall deem just and proper.

17 **COUNT TWO: FAIR LABOR STANDARDS ACT**
18 **FAILURE TO PAY MINIMUM WAGE**

19 94. Plaintiff realleges and incorporates by reference all allegations in all
20 preceding paragraphs.

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1 95. As a result of failing to compensate Plaintiff any wages whatsoever for his
2 final approximately four workweeks for Defendants, Defendants failed or refused to pay
3 Plaintiff the FLSA-mandated minimum wage.

4 96. Defendants' practice of failing or refusing to pay Plaintiff at the required
5 minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

6 97. Plaintiff is therefore entitled to compensation for the full applicable
7 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as
8 liquidated damages, together with interest, reasonable attorney's fees, and costs.
9

10 **WHEREFORE**, Plaintiff, Hugo Rodriguez, respectfully requests that this Court
11 grant the following relief in Plaintiff's favor, and against Defendants:

12 A. For the Court to declare and find that the Defendants violated minimum
13 wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper minimum
14 wages;

15 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
16 determined at trial;

17 C. For the Court to award compensatory damages, including liquidated
18 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;

19 D. For the Court to award prejudgment and post-judgment interest;

20 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
21 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
22 forth herein;

23 F. Such other relief as this Court shall deem just and proper.
24

1 **COUNT THREE: ARIZONA MINIMUM WAGE ACT**
2 **FAILURE TO PAY MINIMUM WAGE**

3 98. Plaintiff realleges and incorporates by reference all allegations in all
4 preceding paragraphs.

5 99. As a result of failing to compensate Plaintiff any wages whatsoever for his
6 final approximately four workweeks for Defendants, Defendants failed or refused to pay
7 Plaintiff the Arizona minimum wage.

8 100. Defendant's practice of failing or refusing to pay Plaintiff at the required
9 minimum wage rate violated the AMWA, A.R.S. § 23-363.

10 101. Plaintiff is therefore entitled to compensation for the full applicable
11 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
12 twice the underpaid wages as liquidated damages, together with interest, reasonable
13 attorney's fees, and costs.

14 **WHEREFORE**, Plaintiff, Hugo Rodriguez, respectfully requests that this Court
15 grant the following relief in Plaintiff's favor, and against Defendants:

- 16 A. For the Court to declare and find that Defendants violated minimum wage
17 provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper
18 minimum wages;
- 19 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
20 determined at trial;
- 21 C. For the Court to award compensatory damages, including liquidated
22 damages pursuant to A.R.S. § 23-364, to be determined at trial;
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- D. For the Court to award prejudgment and post-judgment interest;
 - E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the action pursuant to A.R.S. § 23-364 and all other causes of action set forth herein;
 - F. Such other relief as this Court shall deem just and proper.

COUNT FOUR: ARIZONA WAGE ACT
FAILURE TO PAY WAGES DUE AND OWING
DEFENDANTS EXPRESS TRUSS & FRAMING SYSTEMS LLC &
EXPRESS TRUSS LLC, ONLY

10 102. Plaintiff realleges and incorporates by reference all allegations in all
11 preceding paragraphs.

12 103. As a result of the allegations contained herein, Defendants Express Truss &
13
14 Framing Systems LLC and Express Truss LLC did not compensate Plaintiff wages due
15 and owing to him.

16 104. Defendants Express Truss & Framing Systems LLC and Express Truss
17 LLC engaged in such conduct in direct violation of A.R.S. § 23-350.

19 105. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
20 by Defendants Express Truss & Framing Systems LLC and Express Truss LLC.

21 106. Plaintiff is therefore entitled to compensation for his unpaid wages at an
22 hourly rate, to be proven at trial, in an amount that is treble the amount of his unpaid
23 wages, plus interest thereon, and his costs incurred.
24

1 **WHEREFORE**, Plaintiff, Hugo Rodriguez, requests that this Court grant the
2 following relief in Plaintiff's favor, and against Defendants Express Truss & Framing
3 Systems LLC and Express Truss LLC:

- A. For the Court to declare and find that the Defendants Express Truss & Framing Systems LLC and Express Truss LLC violated the unpaid wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due and owing to Plaintiff;
 - B. For the Court to award an amount that is treble Plaintiff's unpaid wages pursuant to A.R.S. § 23-355, in amounts to be determined at trial;
 - C. For the Court to award prejudgment and post-judgment interest on any damages awarded;
 - D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of the action and all other causes of action set forth in this Complaint; and
 - E. Such other relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED this 19th day of April 2023.

BENDAU & BENDAU PLLC

By: /s/ Clifford P. Bendau, II
Christopher J. Bendau
Clifford P. Bendau, II
Attorneys for Plaintiff

VERIFICATION

2 Plaintiff, Hugo Rodriguez, declares under penalty of perjury that he has read the
3 foregoing Verified Complaint and is familiar with the contents thereof. The matters
4 asserted therein are true and based on his personal knowledge, except as to those matters
5 stated upon information and belief, and, as to those matters, he believes them to be true.

Hugo Rodriguez
Hugo Rodriguez (Apr 18, 2023 21:04 PDT)

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